

AN ORDINANCE
BY

01-0-0316



**AN ORDINANCE AUTHORIZING THE MAYOR TO
EXECUTE AN INTERIM FRANCHISE AGREEMENT WITH
YIPES TRANSMISSION, INC., A CALIFORNIA
CORPORATION, FOR THE PROVISION OF
TELECOMMUNICATIONS SERVICES USING PUBLIC
RIGHT-OF-WAY; AND FOR OTHER PURPOSES**

WHEREAS, Yipes Transmission, Inc., has applied for a franchise to provide telecommunications services on, under, over and through the public right-of-way of the City; and

WHEREAS, the City intends to enact a comprehensive ordinance governing such use of its right-of-way, pursuant to the federal 1996 Telecommunications act, but wishes to provide access to its right-of-way, on an interim and nondiscriminatory basis; and

WHEREAS, Yipes Transmission, Inc., has negotiated an interim franchise agreement with the City which provides such access and preserves the rights of the City until such time as a comprehensive ordinance is enacted;

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF ATLANTA GEORGIA
HEREBY ORDAINS:**

SECTION 1: That the Mayor be and is hereby authorized to execute an interim franchise agreement in substantially similar form as attached, with Yipes Transmission, Inc., for use of the public right-of-way for telecommunications purposes.

SECTION 2: That such interim franchise agreement shall expire and terminate on March 31, 2001.

SECTION 3: That Yipes Transmission, Inc., shall pay a franchise fee of three percent (3%) of gross revenues.

SECTION 4: That the City Attorney shall prepare a franchise agreement document, which shall be approved by the city Attorney as to form.

SECTION 5: That said franchise agreement shall not be binding on the City until approved by the Mayor and delivered to Yipes Transmission, Inc.,

.....

INTERIM FRANCHISE AGREEMENT

BETWEEN

THE CITY OF ATLANTA, GEORGIA

AND

YIPES TRANSMISSION, Inc.

Dated: _____

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**Large
document
attached**